

## **REMARKS**

Claims 1-28 and 35-46 are pending.

Claims 1-28 and 35-46 stand rejected.

Claims 1, 6, 8, 15, 22, 35-39, and 46 have been amended.

Dependent claims that previously included a claim reference of the form “of claim [claim number]” have been amended for consistency with other dependent claims to recite “as recited in [claim number]”.

Claims 1, 8, and 22 have been amended for grammatical reasons to include the following change “the subportion of said plurality of server addresses ~~are~~ is associated”.

## **Claim Objections**

Claim 6 is objected to for minor informalities and has been amended to correct the informality. Applicant respectfully requests withdrawal of the rejection.

## **Claim Rejections - 35 U.S.C. § 102**

Claims 1-3, 6, 8-10, 13, 15-17, 20, 22-24, 27, 35, 36-41, 44 and 46 stand rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 6,029,141 issued to Bezos et al. (referred to herein as “*Bezos*”). Applicant respectfully traverses the rejection.

*Bezos* teaches that a merchant Web site 106 includes a detail page 136 that “includes various information provided by the merchant (price, inventory, standard product description, etc.) about the selected product.” *Bezos*, col. 7, lines 56-58. “From this page, a hyperlink can be selected that allows the selected product to be added to a customer “shopping cart.” *Id.*, lines 58-60. “The shopping cart is a customer-specific data structure that is generated and maintained (within a shopping cart database 152) by executable code of the merchant site 106.” *Id.*, col. 7, lines 61-63. “The database may be any type of data repository including, for example, an SQL table or ASCII text file.” *Id.*, col. 7, lines 64-65. “The information stored within the shopping cart includes a list of the products that have been selected by the customer for prospective

purchase, together with an identifier of the referring associate (if any) corresponding to each such product.” *Id.*, col. 7, line 65 – col. 8, line 2.

### **Claim 1.**

*Bezos* fails to teach or suggest the present invention of claim 1 for several reasons. First, *Bezos* fails to teach “agreeing to said first offered price data by transmitting product-related information to the server for storage in a subportion of said plurality of server addresses, wherein the product-related information includes the first offered price data of the product”” Present Application, claim 1. *Bezos* teaches that the shopping cart “includes a list of products that have been selected by the customer for prospective purchase, together with an identifier of the referring associate (if any).” *Bezos*, col. 7, line 65 – col. 8, line 2. Thus, “the information” transmitted in claim 1 includes information not taught or suggested by *Bezos*, namely “product-related information [that] includes the first offered price data of the product.” *Bezos* only teaches that “information stored within the shopping cart includes a list of the products that have been selected by the customer for prospective purchase, together with an identifier of the referring associate.” *Bezos* does achieve an objective of guaranteeing a price of a product because *Bezos* fails to teach or suggest the claimed invention.

Even *assuming arguendo* that a user in *Bezos* inherently agrees to a price by adding a product to a shopping cart, adding (i) a product to a shopping cart and (ii) a referring associate identifier does not teach or suggest “agreeing to said first offered price data by transmitting product-related information to the server for storage in a subportion of said plurality of server addresses, wherein the product-related information includes the first offered price data of the product” to the server for storage in a subportion of said plurality of server addresses” as required by claim 1. In fact, *Bezos* expressly teaches that “to purchase the products represented within the shopping cart, the customer proceeds to a “check out” area of the merchant site and submits an order.” *Bezos*, col. 2, lines 59-61. Given that *Bezos* does not expressly teach agreeing to said first offered price prior to check-out, it is more reasonable to assume that one of ordinary skill in the art would learn from the teachings of *Bezos* that an offer price is not agreed to until check-out.

Additionally, *Bezos* fails to teach or suggest “agreeing to said first offered price data by transmitting product-related information to the server for storage in a subportion of said plurality of server addresses” and “the subportion of said plurality of server addresses are associated with an identification code corresponding to a user of the browser” as required by claim 1. *Bezos* fails to teach or suggest identifying a specific subportion of server addresses with a code corresponding to a user and storing the information that includes a first offered price data of the product in the subportion of the plurality of addresses. *Bezos* only teaches adding a product and identification of a referring association to a shopping cart, which “is a customer-specific data structure.” *Bezos* never teaches or suggests that the shopping cart or anything else is “for storage in a subportion of said plurality of server addresses” and “the subportion of said plurality of server addresses are associated with an identification code corresponding to a user of the browser” as required by claim 1.

Furthermore, *Bezos* fails to teach “changing said agreed price data to a second offered price data in response to an event.” The Examiner correctly points out that *Bezos* teaches allowing a “customer to edit the contents of the shopping cart” and “allows the customer to add the selected product to the shopping cart.” *Bezos*, col. 12, lines 24-25. However, *Bezos* does not teach or suggest that the contents of the shopping cart include any agreed price data. Therefore, since the shopping cart does not include “agreed price data”, *Bezos* cannot teach or suggest “changing said agreed price data to a second offered price data in response to an event” as required by claim 1. Even assuming *arguendo* that it is possibly inherent that editing the contents of the shopping cart as taught by *Bezos* would ultimately change the price ‘offered’ by the merchant, there still exists no “agreed price” in the shopping cart to be changed, and, thus, regardless of whether *Bezos* promulgates such ‘inherent’ teachings, *Bezos* fails to teach or suggest the invention of claim 1.

#### **Claim 8.**

For at least all the reasons pertaining to claim 1, Applicants respectfully submit that *Bezos* neither teaches nor suggests the code to “permit agreement to said first offered price data by transmitting product-related information to the server for storage in a subportion of said plurality of server addresses, wherein said product-related information includes said first offered

price data of the product and wherein the subportion of said plurality of server addresses are associated with an identification code corresponding to a user of the browser, wherein the agreed to offered price data defines agreed price data and said agreed price data changes to second offered price data in response to an event.” Claim 8.

**Claim 15.**

For at least all the reasons pertaining to claim 1, Applicants respectfully submit that *Bezos* neither teaches nor suggests the “code to receive product-related information from said client computer system indicating an acceptance of said first offered price data, wherein said product-related information includes said first offered price data of the product” and the “code to store said product-related information in said subportion of said plurality of server addresses, wherein the accepted offered price defines agreed price data” and “code to change said agreed price data to second offered price data in response to an event.” Claim 15.

**Claim 22.**

For at least all the reasons pertaining to claim 1, Applicants respectfully submit that *Bezos* neither teaches nor suggests the “means for agreeing to said first offered price data by transmitting product-related information to the server for storage in a subportion of said plurality of server addresses, wherein said product-related information includes said first offered price data of the product and wherein the subportion of said plurality of server addresses are associated with an identification code corresponding to a user of the browser, wherein the agreed to offered price data defines agreed price data” and “means for changing said agreed price data to a second offered price data in response to an event.” Claim 22.

**Claim 39.**

For at least all the reasons pertaining to claim 1, Applicants respectfully submit that *Bezos* neither teaches nor suggests “receiving product-related information from said client computer system indicating an acceptance of said first offered price data, wherein said product-related information includes said first offered price data of the product and storing said product-related information in said subportion of said plurality of server addresses, wherein the accepted

offered price defines agreed price data” and “changing said agreed price data to second offered price data in response to an event.” Claim 39.

In light of the above remarks, Applicant respectfully requests withdrawal of the rejection of independent claims 1, 8, 15, 22, and 39. Applicant also respectfully requests withdrawal of the rejection of claims dependent upon independent claims 1, 8, 15, 22, and 39 for at least the same reasons.

### **Claim Rejections - 35 U.S.C. § 103**

(A) Claims 4-5, 11-12, 18-19, 25-26, and 42-43 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,282,517 issued to Wolfe et al. (referred to herein as “*Wolfe*”). Applicant respectfully traverses the rejection.

Applicant respectfully requests withdrawal of the rejection of claims 4-5, 11-12, 18-19, 25-26, and 42-43 for at least the same reasons as the independent claim upon which claims 4-5, 11-12, 18-19, 25-26, and 42-43 directly or indirectly depend.

(B) Claims 7, 14, 21, 28 and 45 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Bezos in view of U.S. Patent No. 6,125,352 issued to Franklin et al. (referred to herein as “*Franklin*”). Applicant respectfully traverses the rejection.

Applicant respectfully requests withdrawal of the rejection of claims 7, 14, 21, 28 and 45 for at least the same reasons as the independent claim upon which claims 7, 14, 21, 28 and 45 directly or indirectly depend.

### **New Claims**

Claims 47-51 have been added. Support for claims 47-51 can be found *inter alia* in the present application page 9, lines 14-28, page 19, line 24 through page 20, line 21, and Figures 1 and 27. (Note: the invention is limited by the claims and not by specific embodiments set forth in the description of the present application.).

Claims 47-51 each recite “wherein agreement to said price is effected by storing said information in said subportion of said addresses associated with said server.” Neither *Bezos*,

*Wolfe*, nor *Franklin*, alone or in combination, teach or suggest that “agreement to said price is effected by storing said product-related information in said subportion of said addresses associated with said server.”

### CONCLUSION

In view of the amendments and remarks set forth herein, the application is believed to be in condition for allowance and a notice to that effect is solicited. Nonetheless, should any issues remain that might be subject to resolution through a telephonic interview, the examiner is requested to telephone the undersigned.

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Mail Stop RCE, COMMISSIONER FOR PATENTS, P.O. Box 1450, Alexandria, VA 22313-1450, on May 23, 2005.



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Date of Signature

Respectfully submitted,



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